

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	CRIMINAL NO.	
v.	:	DATE FILED:	
CARL W. SPITKO	:	VIOLATIONS	18 U.S.C. § 1344
	:		(bank fraud - 11 counts)
	:		18 U.S.C. § 2
			(aiding and abetting)

INDICTMENT

THE GRAND JURY CHARGES THAT:

At all times material to this indictment:

The Defendant and His Companies

1. Defendant CARL W. SPITKO was the sole owner, Chief Executive Officer, and Treasurer of Maintech, Inc. ("Maintech").
2. Defendant CARL W. SPITKO was the Chief Executive Officer of Sentek, LLC ("Sentek").
3. Maintech was a company incorporated in the Commonwealth of Pennsylvania on or about September 17, 1988. Maintech is now defunct, having ceased operations on or about June 6, 2003. At various times, Maintech was in the business of manufacturing, distributing and selling laminators for the printed circuit board industry, selling various spare parts relating to that equipment, and servicing that equipment, as well as related handling equipment and preheater equipment. From approximately 2001 until on or about June 6, 2003, Maintech's office and warehouse were located at 860 Welsh Road, Huntingdon Valley,

Pennsylvania 19006.

4. Sentek is a company that began operations on June 9, 2003. Sentek is in the business of distributing and manufacturing equipment for the circuit board industry, selling various parts relating to that equipment, and servicing that equipment. From on or about June 9, 2003 until in or around August 2003, Sentek utilized the offices of Maintech, at 860 Welsh Road, Huntingdon Valley, Pennsylvania 19006. From in or around August 2003 until in or about April 2004, Sentek operated from the residence of defendant CARL W. SPITKO. From in or around April, 2004 until in or around July 2006, Sentek's office and warehouse were located at 400 Babylon Road, Suite C, Horsham, Pennsylvania, 19044.

The Victim Financial Institutions

5. Wachovia Bank ("Wachovia") was a financial institution, with its principal office at Charlotte, North Carolina, and with deposits insured by the Federal Deposit Insurance Corporation ("FDIC").

6. Wachovia Bank's predecessor-in-interest was First Union National Bank ("First Union"). Until approximately September 2001, when First Union merged with Wachovia, First Union was a financial institution, with its principal office at Charlotte, North Carolina, and with deposits insured by the FDIC.

The Loans Extended by First Union to Maintech

7. On or about July 16, 1999, Maintech and Wachovia's predecessor bank, First Union, entered into a loan agreement (the "first loan agreement"). Pursuant to the first loan agreement, First Union loaned Maintech \$425,000 and Maintech executed and delivered to First Union a promissory note in favor of First Union for the repayment of \$425,000.

8. Also on or about July 16, 1999, defendant CARL W. SPITKO and his wife executed and delivered to First Union an unconditional guarantee (“the first guarantee”), pursuant to which they jointly and unconditionally guaranteed to First Union the payment and performance of all liabilities and obligations of Maintech to First Union under the first loan agreement.

9. On or about May 30, 2001, Maintech and First Union entered into a second loan agreement (the “line of credit”), pursuant to which First Union extended a line of credit in an amount of up to \$2,500,000 to Maintech and Maintech executed and delivered to First Union a promissory note in favor of First Union for the repayment of the amount owing on the line of credit, that is, an amount of up to \$2,500,000.

10. Also on or about May 30, 2001, Maintech granted to First Union a continuing security interest in, and lien upon, all of the property of Maintech, including, but not limited to, all accounts, equipment, accessions, inventory, chattel paper, instruments, rights to proceeds under letters of credit, letter-of-credit rights, deposit accounts, and general intangibles pursuant to the terms of a security agreement (the “security agreement”). The security agreement gave First Union, or any agent of First Union, the right to inspect Maintech’s records at the discretion of First Union.

11. Under the terms of its line of credit with First Union, Maintech was permitted to draw funds against the line of credit according to the following formula: Maintech could borrow 80% of the net amount of eligible accounts receivable, plus 20% of the value of eligible inventory, less the balance outstanding under the first loan agreement.

12. The line of credit referred to this formula (80% of eligible accounts

receivable plus 20% of eligible inventory, minus any balance outstanding under the first loan agreement) as the “borrowing base.”

13. The line of credit defined the term “eligible account receivable” as “an account receivable not more than 90 days from the date of the original invoice that arises in the ordinary course of Borrower’s business” which met the following eligibility requirements, among others: “(a) the sale of goods or services reflected in such account is final and such goods and services have been delivered or provided and accepted by the account debtor and payment for such is owing; and (b) the invoices comprising an account are not subject to any claims, returns or disputes of any kind. . .”

14. Pursuant to the terms of its line of credit with First Union, Maintech was required to prepare and submit to First Union monthly borrowing base and loan reports (“monthly borrowing base reports”). The monthly borrowing base reports were required to include the total amount of Maintech’s eligible accounts receivable and eligible inventory. Attached to the monthly borrowing base reports were accounts receivable aging reports, which detailed the number of days each account receivable had been outstanding.

15. Under the terms of Maintech’s line of credit with First Union, accounts receivable were eligible to be included as part of the borrowing base only if they had been outstanding 90 days or less from the date of the original invoice arising in the ordinary course of Maintech’s business, and only if two additional conditions were met as well: first, that the sale of goods was final and such goods had been delivered and accepted by the account debtor and payment for the goods was owing; and second, that the invoices comprising an account were not subject to any claims, returns, or disputes of any kind.

16. Starting in or around April 2002, Maintech defaulted under the terms of the line of credit, by exceeding the amount available under its borrowing base.

17. Also in or around April 2002, First Union's successor bank, Wachovia, gave notice of default to Maintech.

18. On or about September 9, 2002, defendant CARL W. SPITKO and his wife executed and delivered to Wachovia an affirmation of guarantee (the "second guarantee"), pursuant to which they affirmed their prior absolute, unconditional, irrevocable, and unlimited guarantees of Maintech's obligations under the first loan agreement and the line of credit agreement.

19. On or about May 15, 2003, Wachovia entered judgments by confession against Maintech, defendant CARL W. SPITKO and his wife, as a result of Maintech's defaults under the line of credit.

20. From in or around August 2001 until in or around January 2005, in Huntingdon Valley, in the Eastern District of Pennsylvania, and elsewhere, defendant

CARL W. SPITKO

knowingly executed, and attempted to execute, and aided and abetted the execution of, a scheme to defraud First Union and its successor, Wachovia, and to obtain monies owned by and under the care, custody, and control of those banks by means of false and fraudulent pretenses, representations, and promises.

THE SCHEME

It was part of the scheme that:

1. Defendant CARL W. SPITKO submitted to Wachovia monthly borrowing

base reports that were false and misleading in that they included as eligible accounts receivable accounts that were no longer owed to Maintech because those accounts had already been paid by Maintech's customer.

2. Defendant CARL W. SPITKO submitted to Wachovia monthly borrowing base reports that were false and misleading in that they included as eligible accounts receivable orders that had already been cancelled by Maintech's customer.

3. Defendant CARL W. SPITKO submitted to Wachovia monthly borrowing base reports that were false and misleading in that they included as eligible accounts receivable accounts receivable that were in fact older than 90 days old, and so were ineligible, but whose true age was misrepresented to Wachovia Bank.

4. Defendant CARL W. SPITKO submitted to Wachovia monthly borrowing base reports that were false and misleading in that they included as eligible accounts receivable accounts in which there was no actual sale, in that Maintech had delivered equipment to its customers on a trial basis, having agreed with its customers that no payment was owing by the customers to Maintech.

5. Defendant CARL W. SPITKO submitted to Wachovia monthly borrowing base reports that were false and misleading in that they included as eligible accounts receivable accounts in which there was no actual sale, in that Maintech had leased equipment to its customer.

6. After Wachovia entered judgments by confession against Maintech, defendant CARL W. SPITKO, and the defendant's wife, due to Maintech's defaults under the line of credit, defendant SPITKO attempted to conceal assets of Maintech from Wachovia by

transferring Maintech's assets, employees, vendors and customers to a new entity, called Sentek.

7. Defendant CARL W. SPITKO operated Sentek as merely a continuation of Maintech, utilizing Maintech's assets, employees, vendors and customers in order to defeat Wachovia's rights under the security agreement and the second guarantee.

8. Defendant CARL W. SPITKO gave cash and checks drawn on banks other than Wachovia, to an employee of Maintech and directed that employee to deposit the cash and checks into the employee's personal bank account and pay a vendor of Maintech and certain start-up costs of Sentek, in order to facilitate the creation and operation of Sentek, while hiding Sentek's existence from Wachovia.

9. Defendant CARL W. SPITKO, through Sentek, utilized, sold, and serviced Maintech's equipment, and collected the proceeds of these sales and services, despite Wachovia's security agreement.

The Transactions

A. Etchomatic, Inc.

10. In late 2001, defendant CARL W. SPITKO caused Maintech to sell a Mach-600 laminator and a THP-24 preheater to Maintech's customer, Etchomatic, Inc. ("Etchomatic"), for approximately \$150,000. Etchomatic notified Maintech that it would pay for these two pieces of equipment in monthly installments of \$2,900 over five years. Etchomatic subsequently made two of the monthly installments in December 2001, and January 2002, respectively, leaving a balance owing to Maintech of approximately \$144,200. Etchomatic then made a payment of \$139,093.69 via a check dated February 12, 2002. Etchomatic and Maintech agreed that this amount, \$139,093.69, would be accepted as the final payment to pay off the

account.

11. Defendant CARL W. SPITKO learned no later than February 11, 2002, that Etchomatic's payment of \$139,093.69 was imminent. On or about February 14, 2002, the check for \$139,093.69 from Etchomatic was deposited into Maintech's Abington Bank account. The defendant acknowledged receipt of Etchomatic's check on or about March 11, 2002.

12. On or about April 3, 2002, defendant CARL W. SPITKO submitted to Wachovia a monthly borrowing base report with an attached accounts receivable aging report, both of which were dated March 28, 2002. The borrowing base report was signed by defendant CARL W. SPITKO. Included in the total amount of eligible accounts receivable was an account receivable of \$144,200 for Etchomatic, even though, as the defendant well knew, Etchomatic had already paid Maintech \$139,093.69 in full payment on the account.

B. Coretec, Inc.

13. In approximately summer 2001, Maintech received a purchase order from a customer, Coretec, Inc. ("Coretec"), in the amount of approximately \$205,000, for a DFL laminator. Coretec subsequently paid a deposit of \$20,500 for the DFL laminator, leaving a balance of approximately \$184,500.

14. On or about August 9, 2001, Coretec cancelled its order for the DFL laminator. No later than on or about August 9, 2001, defendant CARL W. SPITKO learned that the order for the DFL laminator had been cancelled by Coretec. The defendant acknowledged Coretec's cancellation of this order on or about August 9, 2001.

15. On or about August 17, 2001, defendant CARL W. SPITKO instructed Maintech employees to wait until after the end of the month to record Coretec's cancellation of

its order. The defendant was again notified on September 6, 2001, by a Maintech employee, that the “sale to Coretec” still needed to be cancelled.

16. On or about August 31, 2001, October 16, 2001, and October 29, 2001, defendant CARL W. SPITKO submitted to Wachovia monthly borrowing base reports dated August 31, 2001, October 3, 2001, and October 29, 2001, along with attached accounts receivable aging reports. Included in each report’s total amount of eligible accounts receivable was an account receivable of \$184,500 from Coretec, even though, as the defendant well knew, Coretec had cancelled its original purchase order for the DFL laminator on or about August 9, 2001, and thus, no sale to Coretec of the DFL laminator had ever taken place.

C. Sierra Proto Express

17. On or about September 27, 2001, Maintech received a purchase order in the amount of \$169,614 for a Seiko electric deburring/scrubbing unit from a customer, Sierra Proto Express (“Sierra”). An additional \$20,000 was referenced on the purchase order but not included in the final order total, representing the value of another piece of equipment that Sierra agreed to exchange with Maintech.

18. On or about October 16, 2001, defendant CARL W. SPITKO submitted a monthly borrowing base report dated approximately October 3, 2001 to Wachovia, along with an attached accounts receivable aging report. Included in the total amount of eligible accounts receivable was an amount of \$189,614 for the Seiko electric deburring/scrubbing unit ordered by Sierra, even though no such sale had yet occurred and Maintech had not yet even installed the Seiko electric deburring/scrubbing unit at Sierra.

19. In or around October 2001, defendant CARL W. SPITKO caused

Maintech to ship the Seiko electric deburring/scrubbing unit to Sierra on a trial basis. Both Sierra and Maintech understood that Sierra was under no obligation to purchase the Seiko electric deburring/scrubbing unit and, in fact, Sierra never paid Maintech for the Seiko electric deburring/scrubbing unit.

20. On or about October 29, 2001, December 5, 2001, January 23, 2002, February 19, 2002, March 5, 2002, and April 3, 2002, the defendant, CARL W. SPITKO, submitted to Wachovia monthly borrowing base reports dated October 29, 2001, November 30, 2001, January 23, 2002, February 16, 2002, March 4, 2002, and March 28, 2002, along with attached accounts receivable aging reports. Included in each report's total amount of eligible accounts receivable was an account receivable of \$189,614 from Sierra, even though, as defendant well knew, Maintech never sold the Seiko electric deburring/scrubbing unit to Sierra.

D. Dynamic Details, Inc.

21. In or around winter 2001, defendant CARL W. SPITKO caused Maintech to ship a VIA-10 inspection system to one of its customers, Dynamic Details, Inc. ("DDI"), on a trial basis. Both DDI and Maintech understood that DDI was under no obligation to purchase the VIA-10 inspection system, and, in fact, DDI never paid Maintech for the VIA-10 inspection system.

22. On or about February 19, 2002, March 5, 2002, and April 3, 2002, defendant CARL W. SPITKO submitted to Wachovia monthly borrowing base reports dated February 16, 2002, March 4, 2002, and March 28, 2002, along with attached accounts receivable aging reports. Included in each report's total amount of eligible accounts receivable was an account receivable of \$285,000 from DDI, even though Maintech never sold the VIA-10

inspection system to DDI.

E. TTM Technologies, Inc.

23. In or around late November, 2001, defendant CARL W. SPITKO caused Maintech to ship a DFL laminator to one of its customers, TTM Technologies, Inc. (“TTM”), on a trial basis. Both TTM and Maintech understood that TTM was under no obligation to purchase the DFL laminator, and, in fact, TTM never paid Maintech for the DFL laminator.

24. On or about December 5, 2001, January 23, 2002, February 19, 2002, March 5, 2002, and April 3, 2002, defendant CARL W. SPITKO submitted to Wachovia monthly borrowing base reports dated November 30, 2001, January 18, 2002, February 16, 2002, March 4, 2002, and March 28, 2002, along with attached accounts receivable aging reports. Included in each report’s total amount of eligible accounts receivable was an account receivable of \$192,000 from TTM, even though Maintech never sold the piece of equipment to TTM.

F. Sanmina-SCI Corporation

25. In or around spring 2001, defendant CARL W. SPITKO caused Maintech to ship a DFL laminator and a MVT VIA-10 inspection system to to one of its customers, Sanmina-SCI Corporation (“Sanmina”), on a trial basis. Both Sanmina and Maintech understood that Sanmina was under no obligation to purchase either machine; both of Sanmina’s purchase orders specified that Sanmina sought the machines for a “60-day trial period;” and in fact, Sanmina never paid Maintech for the DFL laminator.

26. No later than in or around late December 2001, defendant CARL W. SPITKO learned that Sanmina would be returning the DFL laminator that Sanmina had ordered for a 60-day trial period. Sanmina eventually returned the DFL laminator to Maintech. Sanmina

never paid Maintech for the DFL laminator.

27. On or about August 1, 2001, Maintech and Sanmina entered into a lease agreement for the MVT VIA-10 inspection system, under which Sanmina agreed to pay Maintech on a monthly basis for use of the MVT VIA-10 inspection system.

28. In or around early 2002, Sanmina notified Maintech that it was cancelling the lease of the MVT VIA-10 inspection system, effective immediately.

29. On or about August 16, 2001, August 31, 2001, October 16, 2001, October 29, 2001, December 5, 2001, January 23, 2002, February 19, 2002, March 5, 2002, and April 3, 2002, defendant CARL W. SPITKO submitted to Wachovia monthly borrowing base reports dated August 7, 2001, August 31, 2001, October 3, 2001, October 29, 2001, November 30, 2001, January 18, 2002, February 16, 2002, March 4, 2002, and March 28, 2002, along with attached accounts receivable aging reports. Included in each report's total amount of eligible accounts receivable was an account receivable ranging from \$285,000 to \$473,300 from Sanmina, representing sales of the DFL laminator and the MVT VIA-10 inspection system. Defendant continued to represent to Wachovia that Maintech had sold the DFL laminator and the MVT VIA-10 inspection system to Sanmina, even though Maintech never sold the DFL laminator to Sanmina, and even though Sanmina had returned the DFL laminator to Maintech, and even though Maintech leased the MVT VIA-10 inspection system to Sanmina, which lease Sanmina cancelled.

G. Multiline International Europa, LP – first transaction

30. On or about May 16, 2003, Maintech received a purchase order, numbered 6030285, dated May 15, 2003, in the amount of \$60,325, from a customer, Multiline

International Europa, LP (“MIE”). The purchase order was issued to Maintech, for purchase of a CSL 1500B automatic cut sheet laminator and a THP-24 preheater. The CSL 1500B automatic cut sheet laminator and the THP-24 preheater were to be shipped to MIE’s customer, Omicron.

31. On or about June 13, 2003, defendant CARL W. SPITKO requested that MIE issue a new purchase order to Sentek, LLC in place of the original purchase order MIE had issued to Maintech and sent to Maintech. Defendant requested that MIE send him the new purchase order at Sentek, later that morning.

32. On or about June 13, 2003, in response to defendant’s request, MIE sent Sentek a revised purchase order, numbered 6030285, dated May 15, 2003, in the amount of \$60,325. The revised MIE purchase order was identical to the original MIE purchase order in every way, except that Sentek was now listed as the vendor, instead of Maintech.

33. On or about June 20, 2003, defendant CARL W. SPITKO caused Sentek to issue an invoice, numbered 30072, to MIE in the amount of \$60,325, for MIE’s revised purchase order, numbered 6030285.

34. Also on or about June 20, 2003, defendant CARL W. SPITKO caused Sentek to ship the CSL 1500B automatic cut sheet laminator and the THP-24 preheater to MIE’s customer, Omnicron.

35. On or about November 4, 2003, MIE paid Sentek’s invoice numbered 30072 by depositing, via wire transfer, the amount of \$60,305 into Sentek’s Abington Bank account. Sentek never paid Maintech for the CSL 1500B automatic cut sheet laminator or the THP-24 preheater Sentek had sold to MIE, which equipment was the property of Maintech.

H. Multiline International Europa, LP – second transaction

36. On or about May 13, 2003, Maintech received a purchase order, numbered 6030282, dated May 13, 2003, from its customer, MIE. The purchase order was issued to Maintech, for a Mach 600 automatic cut sheet laminator and a THP-24 preheater. The Mach 600 automatic cut sheet laminator and the THP-24 preheater were to be shipped to MIE's customer, VT Circuits.

37. On or about June 13, 2003, defendant CARL W. SPITKO requested that MIE issue a new purchase order to Sentek, LLC in place of the original purchase order MIE had issued to Maintech and sent to Maintech. Defendant requested that MIE send him the new purchase order at Sentek, later that morning.

38. On or about June 13, 2003, in response to defendant's request, MIE sent Sentek a revised purchase order, numbered 6030282, dated May 13, 2003, in the amount of \$34,250. The revised MIE purchase order was identical to the original MIE purchase order in every way, except that Sentek was now listed as the vendor, instead of Maintech.

39. On or about June 17, 2003, defendant CARL W. SPITKO caused Sentek to issue an invoice, numbered 30075, to MIE in the amount of \$14,250, for MIE's revised purchase order, numbered 6030282.

40. Also on or about June 17, 2003, defendant CARL W. SPITKO caused Sentek to ship the Mach 600 automatic cut sheet laminator and the THP-24 preheater to MIE's customer, VT Circuits.

41. On or about February 2, 2004, MIE deposited, via wire transfer, the amount of \$14,230 into Sentek's Abington Bank account in payment of Sentek's invoice,

numbered 30075. Sentek never paid Maintech for the Mach 600 automatic cut sheet laminator or the THP-24 preheater Sentek had sold to MIE, which equipment was the property of Maintech.

I. Insulectro, Inc.

42. On or about April 22, 2003, Maintech received a purchase order, numbered 4123018, in the amount of \$14,998, for a thin panel option retrofit, from a customer, Insulectro, Inc. (“Insulectro”).

43. On or about January 6, 2004, defendant CARL W. SPITKO sent an email to Insulectro. In the email, defendant stated, among other things, that Maintech had completed the thin-panel retrofitting work referenced in Insulectro’s purchase order numbered 4123018, in the amount of \$11,453.64. Defendant stated further that although Insulectro had issued the original purchase order to Maintech on April 22, 2003, Insulectro should modify its purchase order to read Sentek, LLC, and should remit payment to Sentek of the \$11,453.64, instead of Maintech.

44. On or about July 13, 2004, a check from Insulectro, dated July 6, 2004, in the amount of \$11,453.64, was deposited into Sentek’s Wilmington Trust Bank account. Sentek never repaid Maintech for performing the thin panel option retrofit, which services had been performed by Maintech.

J. Endicott Interconnect Technologies – first transaction

45. In or around March, 2004, Sentek issued an invoice, numbered 31006, dated March 22, 2004, in the amount of \$109,160, to a customer, Endicott Interconnect Technologies (“Endicott”). The invoice was for one DFL 2000.5 automatic cut sheet dry film laminator in the amount of \$104,160, and one wet lamination device in the amount of \$5,000.

46. Maintech was the sole manufacturer of DFL model laminators. No other company manufactured a laminator that was denominated “DFL.”

47. On or about April 14, 2004, a check from Endicott, numbered 210509, dated April 8, 2004, in the amount of \$109,160, was deposited into Sentek’s Abington Bank account. Sentek never paid Maintech for the DFL 2000.5 automatic cut sheet dry film laminator Sentek had sold to Endicott, which equipment was the property of Maintech.

K. Endicott Interconnect Technologies – second transaction

48. In or around August, 2005, Sentek issued an invoice, numbered 32100, dated August 17, 2005, in the amount of \$121,550, to Endicott. The invoice was for one DFL 2032 automatic dry film cut sheet laminator for \$103,050, and one THP-36AC hot roll preheater for \$18,500.

49. On or about August 25, 2005, Endicott issued a check, numbered 222455, dated August 25, 2005, in the amount of \$121,550, to Sentek.

50. On or about August 31, 2005, a check from Endicott, numbered 222455, dated August 25, 2005, in the amount of \$121,550, was deposited into Sentek’s Abington Bank account. Sentek never paid Maintech for the DFL 2032 automatic dry film cut sheet laminator Sentek had sold to Endicott, which equipment was the property of Maintech.

51. On or about the dates listed below, defendant CARL W. SPITKO sent false documents, made misrepresentations, and hid material facts from Wachovia as listed below, resulting in the approximate losses to Wachovia listed below:

Count	Approximate Date(s)	Type of False Document, False Representation or Material Fact Hidden	Approximate Loss To Victim Financial Institution
1	4/3/02	Monthly borrowing base report dated 3/28/02, signed by the defendant and attaching an accounts receivable aging report. Included in the eligible accounts receivable was an account receivable of Etchomatic, Inc. ("Etchomatic") for \$144,200, which, as the defendant knew, was false because Etchomatic's account had already been paid in full on or about 2/14/02.	\$144,200
2	8/31/01, 10/16/01, and 10/29/01	Monthly borrowing base reports dated 8/31/01, 10/3/01 and 10/29/01, each attaching an accounts receivable aging report. Included in the eligible accounts receivable was an account receivable of Coretec, Inc. ("Coretec") for \$184,500, which, as defendant knew, was false because Coretec's order had been cancelled on or about 8/9/01, and therefore, no sale had ever taken place.	\$184,500
3	10/29/01, 12/5/01, 1/23/02, 2/19/02, 3/5/02, and 4/3/02	Monthly borrowing base reports dated 10/29/01, 11/30/01, 1/18/02, 2/16/02, 3/4/02, and 3/28/02, each attaching an accounts receivable aging report. Included in the eligible accounts receivable was an account receivable of Sierra Proto Express ("Sierra") for \$189,614, which, as defendant knew, was false because Maintech sent machinery to Sierra on a trial basis only, Maintech was never paid for the machinery, and, therefore, no sale of the machinery was ever made to Sierra.	\$189,614

Count	Approximate Date(s)	Type of False Document, False Representation or Material Fact Hidden	Approximate Loss To Victim Financial Institution
4	2/19/02, 3/5/02, and 4/3/02	Monthly borrowing base reports dated 2/16/02, 3/4/02, and 3/28/02, each attaching an accounts receivable aging report. Included in the eligible accounts receivable was an account receivable of Dynamic Details, Inc. (“DDI”) for \$285,000, which, as defendant knew, was false because Maintech sent machinery to DDI on a trial basis only, Maintech was never paid for the machinery, and, therefore, no sale of the machinery was ever made to DDI.	\$285,000
5	12/5/01, 1/23/02, 2/19/02, 3/5/02, and 4/3/02	Monthly borrowing base reports dated 11/30/01, 1/18/02, 2/16/02, 3/4/02, and 3/28/02, each attaching an accounts receivable aging report. Included in the eligible accounts receivable was an account receivable of TTM Technologies, Inc. (“TTM”) for \$192,000, which, as defendant knew, was false because Maintech sent machinery to TTM on a trial basis only, Maintech was never paid for the machinery, and, therefore, no sale of the machinery was ever made to TTM.	\$192,000

Count	Approximate Date(s)	Type of False Document, False Representation or Material Fact Hidden	Approximate Loss To Victim Financial Institution
6	8/16/01, 8/31/01, 10/16/01, 10/29/01, 12/5/01, 1/23/02, 2/19/02, 3/5/02 and 4/3/02	Monthly borrowing base reports dated 8/31/01, 10/3/01, 10/29/01, 11/30/01, 1/18/02, 2/16/02, 3/4/02, and 3/28/02, each attaching an accounts receivable aging report. Included in the eligible accounts receivable was an account receivable of account receivable ranging of Sanmina-SCI Corporation ("Sanmina"), ranging in amount from \$285,000 to \$473,300, representing sales of two pieces of machinery, which, as defendant knew, was false because Maintech sent both pieces of machinery to Sanmina on a trial basis only, Sanmina returned one machine to Maintech and leased the other machine from Maintech, later cancelling its lease, and, therefore, Maintech never sold either machine to Sanmina.	\$473,300
7	5/16/03-11/4/03	Sentek directed Maintech's customer, MIE, to submit a purchase order to Sentek instead of Maintech, then sold Maintech's CSL 1500B automatic cut sheet laminator and THP-24 preheater to MIE. Sentek was paid by MIE for the CSL 1500B automatic cut sheet laminator and THP-24 preheater, and never remitted the proceeds of the sales to Maintech or to Wachovia, all in order to defeat Wachovia's rights.	\$60,325

Count	Approximate Date(s)	Type of False Document, False Representation or Material Fact Hidden	Approximate Loss To Victim Financial Institution
8	5/13/03-2/2/04	Sentek directed Maintech's customer, MIE, to submit a purchase order to Sentek instead of Maintech, then sold Maintech's Mach 600 automatic cut sheet laminator and THP-24 preheater to MIE. Sentek was paid by MIE for the CSL 1500B automatic cut sheet laminator and THP-24 preheater, and never remitted the proceeds of the sales to Maintech or to Wachovia, all in order to defeat Wachovia's rights.	\$14,230
9	4/22/03-7/13/04	Sentek directed Maintech's customer, Insuletro, to pay Sentek for work that the defendant admitted that Maintech had done, obtained payment for the work, and never remitted the payment to Maintech or to Wachovia, all in order to defeat Wachovia's rights.	\$11,453.64
10	3/04-4/14/04	Sentek sold a DFL laminator that was the property of Maintech, to Endicott, a Maintech customer, and never remitted the payment to Maintech or to Wachovia, all in order to defeat Wachovia's rights.	\$105,160
11	8/05-8/17/05	Sentek sold a DFL laminator that was the property of Maintech, to Endicott, a Maintech customer, and never remitted the payment to Maintech or to Wachovia, all in order to defeat Wachovia's rights.	\$103,050

In violation of Title 18, United States Code, Sections 1344 and 2.

A TRUE BILL:

FOREPERSON

PATRICK L. MEEHAN
United States Attorney